



County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

January 15, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: LOS ANGELES COUNTY
WATERWORKS DISTRICT NO. 29, MALIBU
AUTHORIZATION TO EXECUTE A LICENSE AGREEMENT WITH THE
LAS VIRGENES UNIFIED SCHOOL DISTRICT FOR INSTALLATION OF A
MICROWAVE RADIO ANTENNA TO MUTUALLY PROVIDE
WIRELESS NETWORK COMMUNICATIONS
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU:**

1. Find that the proposed action is exempt from the provisions of the California Environmental Quality Act.
2. Authorize the Director of Public Works or his designee to execute a License Agreement between the Las Virgenes Unified School District and the Los Angeles County Waterworks District No. 29, Malibu, for the installation of a microwave radio antenna to provide both parties with high-speed wireless network communications.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of these actions are to authorize the Director of Public Works or his designee to execute a License Agreement between the Las Virgenes Unified School District and the Los Angeles County Waterworks District No. 29, Malibu (District) for installation of a microwave radio antenna at a District-owned tank site located at

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

3321 North Topanga Canyon Boulevard in the unincorporated area of Topanga. The antenna will provide high-speed wireless network communications for Las Virgenes Unified School District's faculty and students, and will transmit the video signal for a new security camera that will be placed at the District's site.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Fiscal Responsibility (Goal 4) and Children and Families' Well-Being (Goal 5) by cost effectively enhancing water system security, and facilitating efforts by the Las Virgenes Unified School District to improve the educational readiness of the County's residents.

FISCAL IMPACT/FINANCING

These actions will have no impact on the County General Fund. The Las Virgenes Unified School District will fund all costs associated with the License Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached License Agreement has been reviewed and approved as to form by County Counsel.

Based on the terms of this License Agreement, the District will grant a license to the Las Virgenes Unified School District, revocable upon 180 days notice, authorizing the construction, operation, and maintenance of the proposed communication tower, antenna, foundation, electrical control cabinets, and all appurtenances, subject to specified limitations and subordination of rights. The Las Virgenes Unified School District will purchase and install a video security monitoring system for the District's tank site and transmit the video signal to the District's field office in Malibu via the new wireless network communications. The District's staff has determined that the value of the exchange is fair and reasonable.

ENVIRONMENTAL DOCUMENTATION

The authorization to execute a License Agreement is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Class 4 (j) of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15304 of the CEQA guidelines. Based on the terms of the License Agreement, the Las Virgenes Unified School District is required to prepare any environmental documentation required for compliance with CEQA prior to the District's issuance of a license for the installation of the antenna.

The Honorable Board of Supervisors
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

The execution of the License Agreement will enhance water system security and improve the quality of education for the students within the Las Virgenes Unified School District. The proposed actions will not have any negative impacts on existing services or planned projects.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Waterworks Division.

Respectfully submitted,


WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DLW
AA:dv

Attachment

c: County Counsel

L I C E N S E A G R E E M E N T

This LICENSE AGREEMENT (AGREEMENT), made and entered into on this ____ day of _____ by and between the Las Virgenes Unified School District, hereinafter referred to as "LAS VIRGENES," a California public school district and the Los Angeles County Waterworks District No. 29, Malibu, hereinafter referred to as "DISTRICT," a county waterworks district formed pursuant to Division 16 of the California Water Code, and in the aggregate hereinafter referred to as "party" or "parties":

W I T N E S S E T H

WHEREAS, LAS VIRGENES operates a public school district with 14 schools and approximately 12,000 students within Los Angeles County; and

WHEREAS, LAS VIRGENES desires to provide wireless, high-speed, and point-to-point network communications between its various schools and District office that are separated geographically; and

WHEREAS, the DISTRICT operates a public water system with approximately 7,400 service connections and a service area adjacent to the District boundaries of LAS VIRGENES; and

WHEREAS, the DISTRICT owns and operates two water storage tanks at 3321 North Topanga Canyon Boulevard, located within Los Angeles County, hereinafter referred to as "SITE"; and

WHEREAS, the SITE is ideal for placement of a microwave radio tower to transmit wireless point-to-point network communications for LAS VIRGENES due to its elevation; and

WHEREAS, the DISTRICT desires to install a video security monitoring system at the SITE and transmit the video signal for monitoring at its field office in Malibu; and

WHEREAS, the County of Los Angeles' Strategic Plan Goal No. 5, Children and Families' Well-Being, directs that the DISTRICT facilitate efforts by LAS VIRGENES to improve the educational readiness of the County's residents; and

WHEREAS, the DISTRICT and LAS VIRGENES propose to enter into this AGREEMENT for the purpose of mutually providing high-speed wireless network communications; and

WHEREAS, the DISTRICT and LAS VIRGENES can provide the necessary public services at a lower cost through cooperation of the two public agencies than if the services were provided by the agencies individually.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties and of the promises herein contained, it is hereby agreed as follows:

(1) LAS VIRGENES AGREES:

- a. To hire an engineer licensed in the State of California to prepare plans and specifications for the proposed communications tower, antenna, foundation, electrical control cabinets, and all appurtenances, hereinafter referred to as "FACILITIES," to be constructed at the SITE, and substantially similar to the facilities specified in Exhibit A.
- b. To submit the plans and specifications for the FACILITIES to the DISTRICT for review and approval.
- c. To obtain all necessary approvals and permits for construction of the FACILITIES at the SITE from regulatory agencies, including but not limited to the Federal Communications Commission.
- d. To obtain all necessary approvals and permits, if applicable, including site plan review, director's review and approval, or conditional use permit approval, for construction of FACILITIES at the SITE from land-use agencies with jurisdiction for the SITE, including but not limited to the County of Los Angeles, and to pay all associated costs.
- e. To prepare any documentation required for compliance with the California Environmental Quality Act.
- f. To administer a construction contract for the FACILITIES and oversee the contract in accordance with the approved plans and specifications.
- g. To paint the FACILITIES such that the FACILITIES blend with the surrounding landscape.
- h. To ensure that construction, operation, and maintenance of the FACILITIES does not interfere with the DISTRICT'S operation, maintenance, and/or improvement of the water system facilities at the SITE.
- i. To maintain the FACILITIES, including but not limited to conducting routine inspections, ensuring the integrity of the structural and electrical components, and performing aesthetic or cosmetic maintenance such as graffiti removal within 24 hours of actual notice. If graffiti is not removed within 48 hours after receipt of notice, the DISTRICT may itself cause the graffiti to be removed and LAS VIRGENES shall pay the DISTRICT'S cost of removal.

- j. To obtain a separate electrical service connection from Southern California Edison to power the FACILITIES and to pay all associated costs.
- k. To clearly and visibly display the name, address, and telephone number at the SITE for the LAS VIRGENES' individual responsible for the FACILITIES.
- l. To provide, upon completion of construction of FACILITIES, written certification that the radio frequency electromagnetic emissions levels comply with Federal Communications Commission limitations for uncontrolled/general population human exposure when operating at full strength and capacity.
- m. To provide and maintain, at no cost to the DISTRICT, a video security monitoring system for the SITE and wireless communications for the video signal via the FACILITIES to the DISTRICT'S field office in Malibu.
- n. To remove the FACILITIES, at no cost to the DISTRICT, within 180 days of the termination of the AGREEMENT and restore the SITE as nearly as practicable to its original condition. The DISTRICT may remove the FACILITIES at the cost and expense of LAS VIRGINES and with no liability, therefore, if LAS VIRGINES fails to remove the FACILITIES within 180 days of the termination of the AGREEMENT.
- o. To secure and maintain a general liability insurance policy in the minimum amount of \$300,000 per occurrence with the DISTRICT and the County of Los Angeles as additionally insured.
- p. To indemnify, defend, and hold harmless the DISTRICT and County of Los Angeles, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with LAS VIRGENES' acts and/or omissions arising from and/or relating to this AGREEMENT.
- q. To not lease or sublease space to third parties on its FACILITIES, or allow attachment of other third party wireless facilities and appurtenant structures to its FACILITIES.

(2) DISTRICT AGREES:

- a. To grant a license to LAS VIRGENES, revocable upon 180 days notice, authorizing the construction, operation, and maintenance of the FACILITIES at the SITE, subject to the limitations and subordination of rights specified in Exhibit B.
- b. To provide LAS VIRGENES and its authorized agents with access to the SITE for the purpose of construction, operation, and maintenance of the FACILITIES.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Except as specifically provided herein, all costs associated with the FACILITIES will be paid and funded by LAS VIRGENES.
- b. That each party has agreed that there is no detrimental reliance on the other party in any aspects of this AGREEMENT, including but not limited to the costs associated with termination of the AGREEMENT. In the performance of its obligations under this AGREEMENT, the parties shall comply with all applicable laws, regulations, standards, and ordinances.
- c. All notices of matters under this AGREEMENT shall be given in writing by first class mail, personal delivery, or facsimile. Mailed notices shall be addressed as set forth below, but either party may change its responsible individual or address by providing written notice thereof to the other party in accordance with the provisions of the AGREEMENT:

LAS VIRGENES: Dr. Donald L. Zimring, Superintendent
Las Virgenes Unified School District
4111 North Las Virgenes Road
Calabasas, CA 91302
(818) 878-5225
(818) 880-4200 fax

DISTRICT: Mr. Adam Ariki, Assistant Deputy Director
Department of Public Works, Waterworks Division
County of Los Angeles
900 South Fremont Avenue
Alhambra, CA 91803
(626) 300-3300
(626) 300-3385 fax

- d. The laws of the State of California shall govern the interpretation and enforcement of this AGREEMENT. Any action, suit, or proceeding related to or arising from this AGREEMENT shall be filed in the Los Angeles County Superior Court, Central District.
- e. The term of this AGREEMENT shall be from the date of execution by both parties to December 31, 2012, unless sooner terminated as provided elsewhere herein. However, the term of this AGREEMENT shall be automatically extended three (3) times for an additional five (5) years per extension (for a maximum total extension of 15 additional years) unless written objection to extension by either party prior to expiration of the AGREEMENT. Once either party provides written objection to extensions, no further automatic extensions shall occur. Objection by either party to the automatic extension provisions shall not be considered termination of the AGREEMENT.
- f. Any amendments to this AGREEMENT shall be in writing and executed by both parties.
- g. Either party may unilaterally terminate this AGREEMENT for any reason upon 180 days written notice without liability on either party.
- h. The parties to this AGREEMENT do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this AGREEMENT or of any duty, covenant, obligation, or undertaking established herein. This AGREEMENT is made and entered into for the sole benefit of the parties hereto. No other person or entity shall have any right of action based upon any provision of this AGREEMENT.
- i. No party shall assign this AGREEMENT or any of such party's interest, rights, or obligations under this AGREEMENT.
- j. This AGREEMENT shall be deemed to have been prepared jointly and equally by the parties, and none of its terms shall be construed against any party on the ground that the party prepared the AGREEMENT or caused it to be prepared.
- k. If any provision of this AGREEMENT or the application thereof to any person or circumstance is held invalid, shall not render the other provisions unenforceable, invalid, or illegal and the remainder of this AGREEMENT shall remain in full force.
- l. The persons executing this AGREEMENT on behalf of each of the parties warrant and represent that they have the authority to execute this AGREEMENT on behalf of the party for whom they execute and have the authority to bind the party to the obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by DISTRICT and LAS VIRGENES:


DISTRICT:

LOS ANGELES COUNTY
WATERWORKS DISTRICT NO. 29
MALIBU

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

LAS VIRGENES:

LAS VIRGENES UNIFIED
SCHOOL DISTRICT

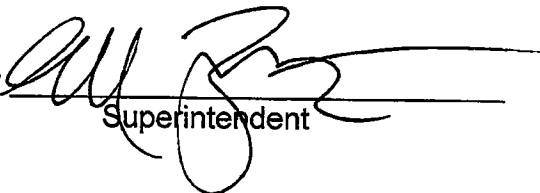
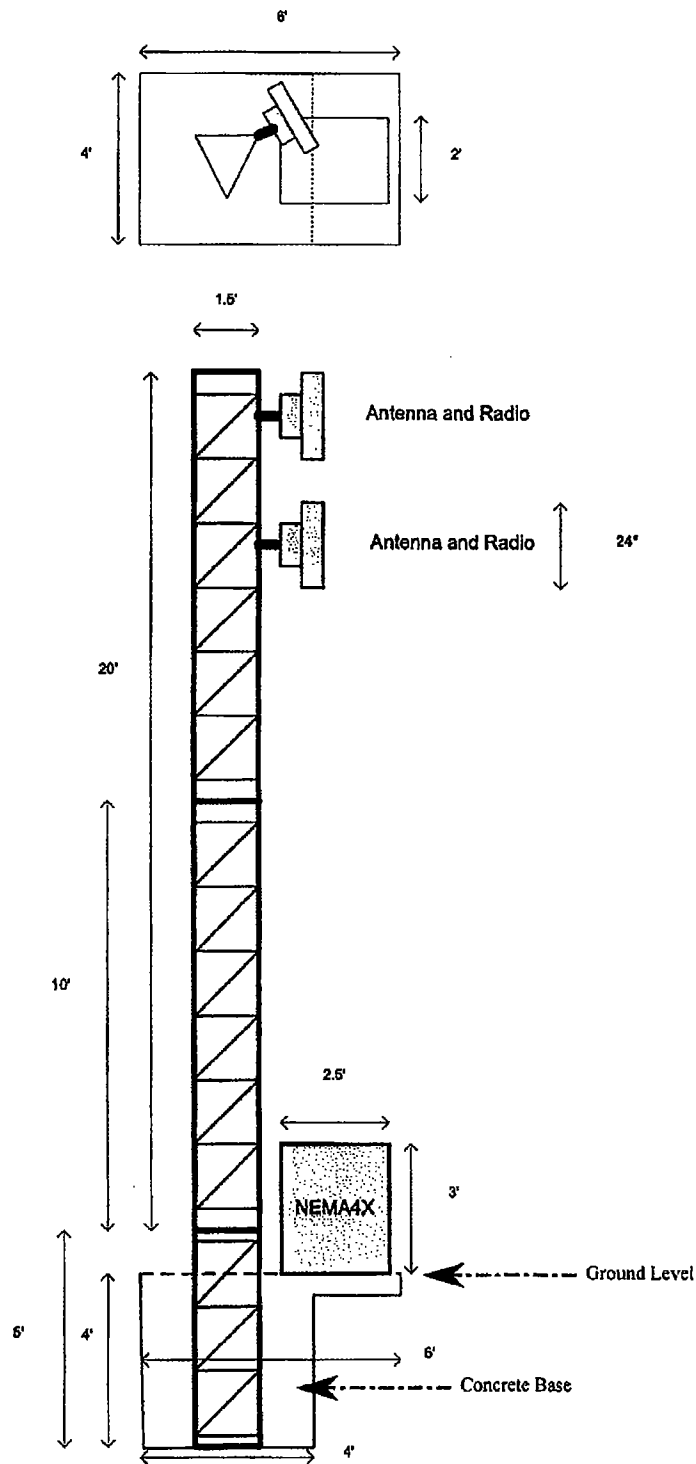
By  _____
Superintendent

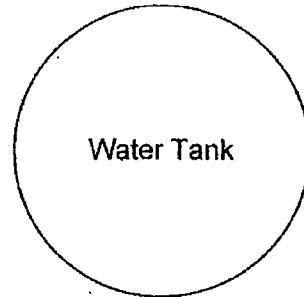
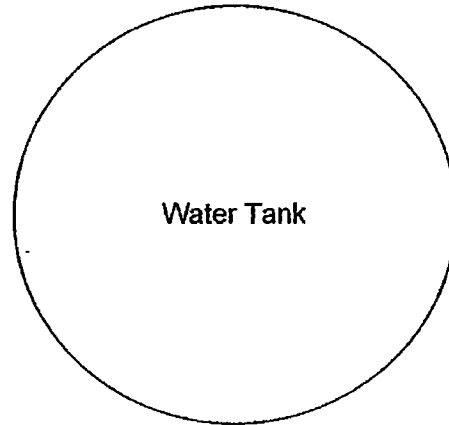
EXHIBIT A



10/18/2007

New Summit
LA County Waterworks
District

4-1/2" OD Pipe





California Contractors License #820709

P.O. Box 17555 - San Diego, CA 92177 - USA - Tel: 858-560-0400 - Fax: 858-560-0409

Customer Name:	Las Virgenes Unified School District	Date:	12/07/06
Location of Site:	LA County Waterworks District New Summit Tanks 3361 North Topanga Canyon Blvd. Topanga, CA 90290		
Coordinates	N: 34° 08' 19.77"	W: 118° 36' 16.66"	
Proposed Radio:	Ceragon 1500P		
Remote Site:	Calabasas HS	Distance:	1.351 miles
		Bearing:	255° magnetic
Height of Antenna (AGL):	10'		
Remote Site:	Chaparral ES	Distance:	0.859 miles
		Bearing:	270° magnetic
Height of Antenna (AGL):	6'		
Remote Site:	Saddle Peak	Distance:	5.363 miles
		Bearing:	202° magnetic
Height of Antenna (AGL):	12'		
Remote Site:	Stelle MS	Distance:	0.575 miles
		Bearing:	282° magnetic
Height of Antenna (AGL):	8'		
Antenna Mounting Structure:	15' 4-1/2" OD pipe. About 5' will be planted into the ground.		
Outdoor Cable Run:	Calabasas	8'	
	Chaparral	4'	
	Saddle Peak	10'	
	Stelle	6'	
Cable Entry:	Entry port of NEMA4X box		
Inside Cable Run:	4' for each radio		

Total Length of Cable Needed:	Calabasas	12'
	Chaparral	8'
	Saddle Peak	14'
	Stelle	10'
Type of Wall:	Metal	Roof Type: Metal
Type of Ceiling:	Metal	
Indoor Rack/Shelf:	Rack will be provided as part of the NEMA box.	
Power (type / distance):	To be determined.	
Building Ground?	Box will be grounded	Coax Ground? No
Notes:	<p>The information below is to be used by the District to contact the LA County Waterworks Department.</p> <p>Shawn Danaei</p> <p>Water and Sewer Maintenance Division</p> <p>(310) 456-9661</p> <p>sdanaei@dpw.lacounty.gov</p> <p>Need to provide a NEMA4X box with air conditioning and a rack.</p>	

LIMITATIONS AND SUBORDINATION OF RIGHTS

1. The license granted pursuant to this AGREEMENT is subject and subordinate to the prior and continuing right and obligation of the DISTRICT to use and maintain its entire SITE, including the right and power of the DISTRICT to construct, maintain, repair, renew, use, operate, change, modify, or relocate its facilities on any or all parts of its property, all or any of which may be freely done at any time or times by the DISTRICT without liability to LAS VIRGENES or to any other party for compensation or damages.
2. The license is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the DISTRICT'S property, and others) and the right of the DISTRICT to renew and extend the same, and is made without covenant of title or for quiet enjoyment.
3. The FACILITIES shall be constructed, operated, maintained, repaired, renewed, modified, and/or reconstructed by LAS VIRGENES in strict conformity with (i) the DISTRICT'S current standards and specifications; (ii) such other additional safety standards as the DISTRICT, in its sole discretion, elects to require; and (iii) all applicable laws, rules, and regulations. If there is any conflict between the requirements of any law, rules, or regulations and the DISTRICT'S standards or requirements, the most restrictive will apply.
4. All work performed on the SITE in connection with the construction, maintenance, repair, renewal, modification, or reconstruction of the FACILITIES shall be done to the satisfaction of the DISTRICT.
5. The FACILITIES and all parts thereof within and outside the limits of the SITE shall be constructed and, at all times, maintained, repaired, renewed, and operated in such manner as to cause no interference whatsoever with the constant continuous, and uninterrupted use of the DISTRICT'S facilities and property, and nothing shall be done or suffered to be done by LAS VIRGENES at any time that would in any manner impair the safety thereof.
6. In the operation and maintenance of the FACILITIES, LAS VIRGENES shall take all suitable precaution to prevent any interference (by induction, leakage of electricity, or otherwise) with the operations of the signal, communications, or other installations of the DISTRICT. If at any time, the operations and maintenance of the FACILITIES result in any electrostatic signal that interferes with the communications, installations, or other DISTRICT facilities, LAS VIRGENES shall, at its sole expense, immediately take such action as may be necessary to eliminate such interference.